

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Request for ProposalSolicitation Number: **DG4016**Due Date: **05/28/04 at 3:00 P.M.**

Date Sent: April 29, 2004

Agency Contract

Goods and services to be
purchased:

**STATEWIDE TELECOMMUNICATIONS RELAY SERVICE (TRS) FOR THE STATE OF UTAH KNOWN AS
RELAY UTAH**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: DG4016

Due Date: 05/28/04

Vendor Name:

REQUEST FOR PROPOSALS (RFP) FOR STATEWIDE TELECOMMUNICATIONS RELAY SERVICE (TRS) FOR THE STATE OF UTAH KNOWN AS RELAY UTAH PER ATTACHED SPECIFICATIONS.

TRS PROVIDES A TELECOMMUNICATIONS PLATFORM IN ORDER THAT TEXT TELEPHONE (TTY) USERS AND NON-TTY USERS CAN COMMUNICATE WITH EACH OTHER VIA THE PUBLIC SWITCHED TELECOMMUNICATIONS NETWORK.

QUESTIONS CONCERNING THIS RFP ARE DUE BY MAY 21, 2004 TO KRISTYLYNNE BRADY AT 801-530-6638 (IN WRITTEN FORMAT).

FOR A COPY OF THE DOCUMENT IN WORD FORMAT PLEASE CONTACT KELLEY MILLS VIA E-MAIL AT klmills@utah.gov.

WITH TECHNICAL QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT JULIE ORCHARD AT 801-530-6796.

WITH PURCHASING QUESTIONS OR FOR CLARIFICATION PLEASE CONTACT DEBBIE GUNDERSEN AT 801-538-3150.

REFERENCE RX: 700 44000000001; COMMODITY CODE(S): 91579000000

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. PROPOSAL PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete proposals may be rejected. (g) This proposal may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all proposals must include complete manufacturer's descriptive literature. (i) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE PROPOSAL: (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile**

transmission of proposals to DIVISION will not be considered. (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. DIVISION APPROVAL: Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code

Annotated 65-56-21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c)

Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. **The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s).** (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 14 Mar 2003 - RFP Instructions)

REQUEST FOR PROPOSAL (RFP)

For the provision of the

TELECOMMUNICATIONS RELAY SERVICE,

Relay Utah

RFP # DG 4016

Issued by the

PUBLIC SERVICE COMMISSION

DEBBIE GUNDERSEN, PURCHASING AGENT

Proposal Due Date

July 27, 2004

For further information:

Julie Orchard, Public Service Commission - (801) 530-6716 (V)
Allison Flanders, Public Service Commission - (801) 530-6769 (V/TTY)

State of Utah

Olene S. Walker, Governor

Department of Administrative Services
Camille Anthony, Executive Director

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1. GENERAL INFORMATION

1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for providing a statewide telecommunications relay service (TRS) for the State of Utah, known as Relay Utah. TRS provides a telecommunications platform in order that text telephone (TTY) users and non-TTY users can communicate with each other via the public switched telecommunications network. This service requires state-of-the-art technology, the use of highly trained and skilled Communications Assistants (CA's), and is available 24 hours per day, seven days per week, 365 days per year. The prevailing standard of the TRS is to provide people with disabilities access to telecommunications services in a manner functionally equivalent to voice to voice conversations.

The State, as represented by the Department of Administrative Services, will use the results of this RFP process to award a three (3) year contract, with an option by mutual agreement of the agency and contractor, to renew for two (2) additional one-year periods. A maximum of five (5) years may be contracted with the awarded vendor as the result of this RFP. The State wishes to contract with a single vendor for the provision of TRS. Proposals must be presented by a singular administrative entity which will assume responsibility for the financial, technical and human resource elements needed to provide the quality of service required by this RFP and ensuing contract. This is not to preclude subcontracting relationships. For example, the Offeror may consider contracting with a local consumer organization that serves people with communication disabilities for operation and maintenance of the Telecommunications Relay Service. *An in-state relay service center is not required from the awarded vendor. A full-time account manager is also not required or necessary.*

The Public Service Commission strives to provide the best possible TRS service for Utahns. The Commission is interested in providing innovative technology and/or new services that exceed those that are required by the FCC and this RFP. Therefore, the Commission requests that Offerors keep this in mind while compiling their proposals. States are currently not required to provide Video Relay Services (VRS), Captioned Telephone Voice Carry-Over Service, and Internet Protocol Relay, however, the Commission requests information and cost estimates of providing these services along with any and all other potential technologies and services.

1.2 Procuring and Contracting Agency

This RFP is issued by the State of Utah, Division of Purchasing for the Department of Administrative Services, which is the sole point of contact for the State during

the selection process. The person responsible for managing the procurement process is Debbie Gundersen.

The Utah Public Service Commission will administer the contract resulting from this RFP. The contract administrator is Julie Orchard.

1.3 Definitions

7-1-1: The abbreviated dialing code for accessing all types of relay services anywhere in the United States.

Abandoned Call: An abandoned call is an incoming call reaching the relay system but not answered by a CA.

ADA: The Americans with Disabilities Act.

Agency: The Utah Department of Administrative Services.

AMR (Answering Machine Retrieval): AMR is a feature that allows callers to retrieve their answer machine messages through the CA.

ANI (Automated Number Identification): ANI is the telephone number of the line initiating a call. The number is identified by the switch and passed over the network to the CA workstation.

ASA (Average Speed of Answer): ASA measures the time it takes the call to reach the CA position from the relay center call controller switch.

ASCII (America Standard Code for Information Interchange): An eight bit code that can operate at any standard transmission Baudot rate including 300, 1200, 2,400 and higher.

ASL (American Sign Language): A visual language based on hand shape, position, movement, and orientation of the hands in relation to each other and to the body.

Baudot: A 7-bit code, only 5 of which are info bits. Baudot is used by some text telephones to communicate with each other at a 45.5 baud rate.

Billable Minutes (Session Minutes Basis): For the purpose of calculating and rendering bills for relay service to the State, billable minutes is the time elapsed between the incoming call being answered by the CA at the TRS facility through the time the call is terminated by the CA. Time for each session shall be recorded to the nearest tenth of a minute; all session times for the calendar month shall be added and rounded to the nearest minute, and this total shall be the amount of time billed to the State.

Blocked Call: Any call that arrived at the Contractor's switch but was not answered due to a continuous ring, and/or in queue (or any other form of holding a call that has reached the Contractor's network) for more than 90 seconds, while waiting for a relay operator to be connected to the call and begin to interact with the calling party.

Branding of Call Type: Branding is the ability to answer an incoming call based on the previous caller's communications mode (i.e. ASCII, HCO, Spanish, VCO, Voice or TTY). A TRS user may also set up a permanent brand in his customer profile with Customer Service.

Call Release: A TRS feature that allows the CA to sign-off or be "released" from the telephone line after the CA has set-up a telephone call between the originating TTY caller and a called TTY party, such as when a TTY user must go through a TRS facility to contact another TTY user because the TTY party can only be reached through a voice-only interface, such as a switchboard.

Caller ID: When a TRS facility is able to transmit any calling party identifying information to the public network, the TRS facility must pass through, to the called party, at least one of the following: the number of the TRS facility, 7-1-1, or the number of the calling party. True Caller ID is defined as the identification of the calling party's telephone number.

CDR: Call Detail Record.

Call Set-Up: It is an outgoing call as a starting point that is automatically documented in the CDR computer from the called party to the calling party.

Call Wrap Up: An outgoing call that is being "hung up" by either party.

Call Duration: An outgoing call, which has recorded the actual length of time between the set-up and the call wrap-up.

Captioned Telephone VCO Service/Enhanced VCO Services with Voice Recognition: This service uses a telephone with a text display that allows the user to listen to the other party's speech and simultaneously read captions of what the other party is saying. The device may have amplification built into the captioned telephone. A typical user of the service has the ability to speak and has residual hearing in order to listen to what is said while also reading the captions for clarification. The CA uses specially developed voice recognition technology to generate the captions.

Commission: The Public Service Commission.

Communication Assistant (CA): A person who transliterates conversation from text to voice and from voice to text between two end users of TRS.

Completed Outgoing Call: A completed outgoing call is one that is answered by the called party. This includes calls answered by any person at the called party's number as well as calls answered by an answering machine, voice mail, or forwarded to another telephone number.

Customer Database: A database that allows callers to enter specific information into a profile in order to expedite the call set-up time. Information often includes the caller's name and address, long distance profile, frequently dialed numbers, out-dial message for identification purposes, call block, out-dial restrictions, emergency numbers, and other customer notes.

Disconnected Call: An outgoing call in which the calling party or the CA terminates the incoming call before the called party answered.

FCC: Federal Communications Commission.

FCC Rules: The rules governing the creation and certification of TRS issued in July 1991 as part of the Americans with Disabilities Act, Title IV.

General Assistance Calls: The category of incoming calls not associated with an outgoing call attempt. Even though an incoming call may reach the relay center, no associated outgoing call attempt may be made because such reasons as, but not limited to: either the CA or the calling party cannot hear or read the other because of technical problems, the calling party may only be seeking information from the CA about relay or some other topic, calling party may have misdialed and have not intended to call TRS at all, calling party may have forgotten the number of the party he/she wishes to reach, etc.

Grade of Service: A term indicating the probability that a call attempted will receive a busy signal. A P.01 Grade of Service means that user has a one percent chance of reaching a busy signal.

Hearing Carryover (HCO): HCO is a form of TRS where the person with the speech disability is able to listen to the other end user and, in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any conversation. Two-line HCO is an HCO service that allows TRS users to use one telephone line for hearing and the other for sending TTY messages. HCO-to-TTY allows a relay conversation to take place between an HCO user and a TTY user. HCO-to-HCO allows a relay conversation to take place between two HCO users.

Incoming Call: An incoming call refers to the portion of the communications connection from the calling party reaching the relay service center. An incoming call can be a general assistance call, or it can be an incoming call associated with an outgoing call, or it can be a call that is abandoned before being answered by the CA. An incoming TTY call is a call originated by a TTY user. An incoming

telephone call is a call originated by a telephone user.

Incomplete Outgoing Call: An outgoing call that is not answered by the called party. This includes calls, which ring with no answer, and calls that receive a line busy or trunk busy response.

Interpret: To change the text of a TTY user or the speech of a voice user into a language readily understood by the appropriate party without reciting or typing word for word.

KBS: Kilobits per second

LATA: Local Access Transport Area.

NPA: Number plan area, i.e., area code.

NXX: Prefix-line number.

Outgoing Call: An outgoing call refers to the portion of the communications connection from the TRS facility to the called party. An outgoing call may (completed) or may not (incomplete) be answered by the called party.

Offeror: A company or organization submitting a proposal in response to this RFP.

PSE (Pidgin Signed English): PSE is a mix of ASL rules and English grammar and finds itself somewhere between ASL and Signed Exact English.

Public Safety Answering Point (PSAP): A facility that has been designated to receive 911 calls and route them to emergency services personnel.

RFP: Request for Proposal.

Session Minutes: The time during which the CA is connected to the call originator or terminating party including call set up and wrap up time.

Speech to Speech Relay Service: A telecommunications relay service that allows persons with speech disabilities to communicate with voice telephone users through the use of specially trained CA's who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.

Spanish Relay Service: A telecommunications relay service that allows persons with hearing or speech disabilities who use Spanish to communicate with voice telephone users in Spanish as well as with a CA who is fluent in the language.

Telecommunications Relay Service (TRS): Telephone transmission services that provide the ability for an individual who has a hearing or speech disability to

engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability. This service enables two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such devices.

Three-way calling: Three-way calling is a TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.

Transliterate: To type or voice the speech or text exactly as it is presented to the Communications Assistant.

TTY (text telephone): A machine that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

TTY User: Anyone with a speech or hearing disability who uses a TTY or similar device to communicate on the telephone. This would include a deaf/blind person using a TTY with Braille or a person with a speech disability using a computer with a modem.

User: Includes either the calling party or the called party in a relay call.

Video Relay Service (VRS): A telecommunications relay service that allows people with hearing or speech disabilities, who use sign language, to communicate with voice telephone users through video equipment. The video link allows the CA to view and interpret the party's signed conversation and relay the conversation back and forth with a voice caller.

Voice Carryover (VCO): VCO is a reduced form of TRS where the person with the hearing disability is able to speak directly to the other end user. The CA types back to the person with the hearing disability. The CA does not voice the conversation. Two-line VCO is a VCO service that allows TRS users to use one telephone line for voicing and the other for receiving TTY messages. VCO-to-TTY allows a relay conversation to take place between a VCO user and a TTY user. VCO-to-VCO allows a relay conversation to take place between two VCO users.

WPM: Words Per Minute.

1.4 Clarification of the Specifications and Requirements

If additional information is needed to interpret specifications or understand the RFP process, written questions will be accepted through May 21, 2004. Questions and answers will be compiled and sent to all vendors as an addendum on the RFP list. The answers will also be available on the website at www.purchasing.utah.gov.

1.5 Timetable

RFP Released	<u>April 27, 2004</u>
Questions Due	<u>May 21, 2004</u>
<i>Please send questions to Kristylynn Brady: Public Service Commission Heber M. Wells Bldg. 4th Floor 160 East 300 South Salt Lake City, Utah 84111 Phone: (801) 530-6638</i>	
Answers Mailed Out	<u>May 28, 2004</u>
<i>Answers to vendor questions will come as an addendum as the RFP from the Division of Purchasing and will also be posted on the Department's website at www.purchasing.utah.gov.</i>	
Proposals Due	<u>3:00 p.m. on Tuesday, July 27, 2004</u>
Projected Date of Award.....	<u>October 22, 2004</u>
Implementation Date.....	<u>January 28, 2005</u>

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

1.6 Contract Term and Funding

The contract shall be effective **January 28, 2005**. The contract shall run for three (3) years from that date, with an option by mutual agreement of the agency and the contractor, to renew for two (2) additional one (1)-year periods, with a maximum of five (5) years. If for some reason the Contractor fails to meet the date of January 28, 2005, then a reasonable estimate of damages shall be \$2,500 per day.

2. PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral presentations. Offerors should respond clearly and completely to all requirements.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and responsive proposal, are not necessary or desired.

Providers wishing to secure a copy of this RFP on diskette or via e-mail may do so by contacting:

Division of Purchasing
Attn: Kelley Mills
Phone: (801) 538-3151 (V)
KLMILLS@utah.gov

2.2 Incurring Costs

The State of Utah is not liable for any cost incurred by Offerors in replying to this RFP.

2.3 Submitting the Proposal

Offerors must submit three (3) originals and eight (8) copies of the proposal and the cost proposal to the Agency. All proposals must be packaged, sealed and show the following information on the outside of the package:

Vendor's name and address
RFP title and number
Proposal due date and time

The proposal package must be delivered to:

Division of Purchasing
3150 State Office Building
Salt Lake City, Utah 84114

All proposals must be received by the Division of Purchasing no later than **3:00 p.m., Tuesday, July 27, 2004**. Contractors mailing their proposals must allow sufficient time for delivery of their proposals by the time specified. Proposals that are not received on time will be returned, unopened.

2.4 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11-inch paper, bound securely. Proposals must be organized into the volumes, headings and subheadings listed below. Each heading and subheading should be separated by tabs or otherwise clearly marked. The relevant RFP sections are referenced in the parentheses.

Volume I – Management & Technical Proposal

Cover Page

Introduction (1.1)

Mandatory Requirements (4.1)

System Design and Maintenance Requirements (4.2)

CA's Services Requirements (4.3)

Billing Requirements (4.4)

Education and Outreach Requirements (4.5)

References (4.6)
System Enhancement (4.7)
Transition Plan (7.1)

Volume II – Cost Proposal
Cover Page
Cost Proposal (5.2)
Required Forms (8)
Appendices (9)

2.5 Oral Presentations and Test Calls

Offerors may be required to make oral presentations to clarify and verify the written proposals. These presentations will be held subsequent to the receipt of the proposal to provide an opportunity for the respondent to clarify its proposal. The Agency will schedule a time and location for each oral presentation it requests.

Site visits will not be necessary; however, test calls to existing TRS facilities will be made on the sole discretion of the evaluation team. Test calls will follow the criteria established before the RFP was sent out as a draft and will test a variety of quality issues. The results of these test calls will be incorporated into the final scoring process.

3. PROPOSAL REQUIREMENTS

It is the State of Utah's intention to offer its citizens a state-of-the-art telecommunications relay system. As such, the following specifications must be addressed in the proposal. All specifications will be scored unless otherwise stated. The evaluation criterion is provided in RFP paragraph 6.6.

3.1 Mandatory

3.1.1 The Offeror shall construct the relay system in compliance with this RFP, Utah Public Service Commission Rules, and all existing minimum standards and regulations adopted by the FCC that are found in 47 C.F.R., Section 64.601 et. seq., including the Rule and Order released February 27, 2004 and any future standards and regulations that may be required by the FCC **after** the release of this RFP, are hereby incorporated by reference as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP. At a minimum, Relay Utah must keep up with industry standards but strives to exceed them.

3.1.2 The Offeror shall supply all necessary telecommunications equipment and software. The transmission circuits shall meet or exceed FCC and PSC

interexchange performance standards for circuit loss and noise.

- 3.1.3 Local, intra-LATA toll, and intra-state inter-LATA toll calls originating or terminating in Utah. Explain how these types of calls will be handled and, when necessary, explained by the CA to the caller.
- 3.1.4 Interstate and international calls. Discuss how these calls will be handled through Relay Utah.
- 3.1.5 *Relay Utah Phone Number:* The Commission intends to retain the current Voice, TTY, VCO, STS, ASCII and Spanish 800 numbers used to reach Relay Utah. A 900 number will need to be provided. In addition, relay users must be able to access the relay through dialing 711. Those current numbers are as follows:

- 1-800-346-4128 - TTY
- 1-888-735-5906 - Voice
- 1-888-346-5822 - Speech-to-Speech
- 1-800-346-7141 - Voice Carry-Over
- 1-888-346-3162 – Spanish Relay
- 1-888-735-5907 – ASCII
- 711 - Points to the Relay Utah voice number (1-800-735-5906)

The awarded vendor shall provide a 24-hour, toll-free Customer Service number.

- 3.1.6 The relay system must be designed to meet the following reliability specifications:
 - a. *Uninterruptible Power System (UPS):* The UPS can be a combination of battery backup, commercial UPS supply, and/or auxiliary generator, provided it is capable of supplying uninterrupted power. A minimum of eight (8) hours battery capacity sufficient to operate the Relay Center at busy season, busy hour load shall be maintained. In addition, the Relay Center shall have installed power-generating equipment capable of operating the center for extended periods of time. The UPS must support the switch and its peripherals, switch room environment (air conditioning if required to maintain service, fire suppression systems, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and Call Detail Recording (CDR).
 - b. *Switching System:* The switching shall include a redundant Central Processing Unit (CPU) on “hot stand-by” to ensure that no calls are dropped due to processor failure, a full Maintenance and Administrative Terminal with keyboard, screen and printer

capabilities, on-line system monitoring, real time programming capabilities which will not take the system off line, the ability to perform preventive maintenance without taking the system off line, and an inventory of spare critical components (to be defined by the provider) which are maintained on site to ensure the required levels of service are met.

- c. *Intercept Message:* Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch, relay center or on outbound circuits. Voice, Baudot, and ASCII messages shall be provided. Intercept messages on inbound circuits may or may not be under the control of the service provider. Minutes of use attributed to accessing these messages shall not be included in billable minutes.
- d. *Disaster Recovery Plan:* The provider shall create, and submit with its proposal, a complete plan (not just an outline) for dealing with all types of natural and man-made problems. A primary requirement is to notify the Contract Administrator immediately if a major problem occurs. In addition, the plan should detail the level of escalation that will be employed to deal with the problem and restore service. The plan shall be designed to ensure that no aspect of relay service is impaired.

- 3.1.7 The TRS must be in operation 24 hours per day, seven days per week throughout the year (including holidays). It must be accessible statewide.
- 3.1.8 Users of the TRS will be allowed to make multiple calls per contact through the relay system. There will be no time limitation on any specific call.
- 3.1.9 TRS users must be able to place calls from within Utah to any point in the world and from all points outside Utah to any point within Utah. The exception to this will be calls defined as overflow. The successful Offeror shall be responsible for seeking reimbursement for the processing of interstate and international calls from the FCC appointed fund administrator, which at present, the National Exchange Carrier Association (NECA) functions in this capacity. NECA reimbursed minutes shall be reported to the State on a monthly basis for informational purposes.
- 3.1.10 The Offeror shall work with the Local Exchange Carriers to access the use of nationwide, universal 711 or 800 numbers for access to the service.
- 3.1.11 The system shall offer or make available standard operator services equal to those typically offered to voice telephone users. This includes directory assistance services, which must be billed in accordance with paragraph 3.2.22 and 3.4.6 of this RFP.

3.1.12 Service shall begin by January 28, 2005 with no exceptions.

3.2 System Design and Maintenance

3.2.1 *Handling of Emergency Calls:* Explain how, when relay users do not call the 911 system directly, the relay center will assist callers who want emergency assistance by automatically and immediately transferring the caller to an appropriate PSAP. An appropriate PSAP is the designated one to which a direct call from the particular number would be delivered. A CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services. Detail the call routing procedures and interaction between the CA and 911 dispatcher.

3.2.2 All calls shall be held in strict confidence. Proposals must include procedures to ensure this high level of confidentiality. Proposals must also address the protection of electronically collected information as well as information obtained by the CA in the course of relaying a call.

3.2.3 The system shall be capable of receiving and transmitting in voice, Baudot and ASCII codes. It must also be capable of automatically switching to the incoming call mode: voice, Baudot or ASCII (at different settings). Proposals must include details as to how your company's system will automatically identify and switch to the correct mode of communication. The Offeror shall also describe how outbound calls to ASCII equipment will be accomplished.

Additionally, an alternate protocol for sending and receiving conversations is required. This alternate protocol must be faster than Baudot but without the limitations of ASCII. It must be able to transmit as fast as the individual can type and have the capability of interrupting a conversation in progress. Please describe a method for accomplishing this requirement and how the solution will be integrated into the TRS facility.

3.2.4 Monthly traffic reports will be generated by the Offeror to the TRS Contract Administrator on a monthly basis. The reports shall be submitted no later than the 21st of the month following that for which service was provided. Reports shall include but not be limited to the following:

Total monthly call minutes
Total monthly interstate call minutes
Total monthly international call minutes
Total interstate directory assistance minutes
Total toll-free assistance minutes
Total monthly minutes billed to the State
Total monthly invoice cost

Monthly number of inbound calls broken down by:

- Total in queue
- Total abandoned
- Total answered

Monthly average talk time for inbound calls and average talk time by six-hour increments per day

Monthly average speed of answer of inbound calls by relay center answering Relay Utah calls and broken down by six-hour increments per day

Monthly total of outbound calls

Monthly number of outbound calls is mandatory, broken down by each of the following:

- Completed
- Busy
- No answer
- Local calls
- Intrastate calls intra-LATA
- Intrastate calls inter-LATA
- Interstate calls originating inside Utah
- Interstate calls originating outside Utah
- International calls
- General assistance calls
- Directory assistance calls
- Toll-free 800/888/877 calls
- 900/976 access calls
- Voice calls in English and their percentage of monthly total calls
- Voice calls in Spanish and their percentage of total monthly calls
- TTY calls in English and their percentage of monthly total calls
- TTY calls in Spanish and their percentage of monthly total calls
- ASCII calls and their percentage of monthly total calls
- Hearing carryover calls to hearing carryover calls
- VCO calls and the percentage of monthly total calls
- VCO to VCO calls and their percentage of monthly total calls
- Speech to speech calls and their percentage of monthly total calls
- Spanish to Spanish calls and their percentage of monthly total calls
- Spanish to English and English to Spanish calls and their percentage of monthly total calls

Monthly average time length of outbound calls leaving the relay center is mandatory, reported by the following type of call:

- Voice

- TTY
- ASCII
- VCO
- VCO to VCO
- Speech to speech
- Spanish to Spanish
- Spanish to English/English to Spanish
- Other (please identify what else your system is able to track)

Daily NPA-NXX TTY and voice calls by originating prefix is desired

Monthly average call handling time including:

- Number of seconds for call setup and call wrap-up
- Talk time in minutes and seconds between end users

Average blockage rate by month, with supplemental reports showing total number of inbound calls per day and number of inbound calls blocked per day

Monthly average number of outbound calls by weekday and by weekend days

Complaints received by month, with a supplemental report identifying the types of complaints.

Other reports as may be required.

Changes in report format and content may be requested by the Contract Administrator. Any deviation from the report format identified in this response will be done at no additional cost to the State. Proposal must include sample reports reflecting the preceding information.

If any or all of the of the other desirable services are also provided by the vendor i.e. Captioned VCO Telephone Service, IP Relay, and VRS, then reports must be provided as well. See Section 3.7 for further details on reporting.

- 3.2.5 The Commission desires two (2) copies of a composite Annual Report which is to be submitted to the Contract Administrator. The time period for this report is the State's Fiscal Year of July 1- June 30. This report shall include information such as statistical summaries of usage, recent trends and analysis, promotional and outreach activities associated with Relay Utah, service changes, and any future trend projections.
- 3.2.6 The State requires the Provider to meet or exceed a grade of service of p=.01. This will be monitored every half-hour and reported to the Contract Administrator in accordance with the reporting requirements set forth in this RFP. Daily blockage reports will be used to determine contract compliance and also to determine liquidated damages. This grade of service shall apply to equipment and network availability, as well as CA availability. Proposals

must include network plans including diagrams of routing systems and CA staffing plans depicting this grade of service.

- 3.2.7 *Intercept Messages*: Appropriate intercept messages shall be provided if a system failure occurs. Please describe the message(s) used and how quickly the message(s) will be enabled and disabled.
- 3.2.8 The State prefers to exceed the FCC standard in order that 90 percent of all calls are answered within ten seconds. This shall be measured and monitored on a daily basis. Proposals must also include procedures on how this will be in place to ensure this level of response. Please describe how this will be monitored and reported to the Contract Administrator.
- 3.2.9 Audiotext, interactive voice response units (IVR's), and answering machines can be problematic for the TRS due to the speed at which they are recorded. The provider must describe a technological solution to capturing the verbal message so that it can be played back at speeds agreeable to the CA. A procedure for handling calls of this nature must be included in the proposal.
- 3.2.10 *Message retrieval*: Please describe how answering machine and voice mail message retrieval services will be provided.
- 3.2.11 The State wishes to be aware of technological advancements regarding the provision of relay. Upon deeming the technology to be reliable, the State may wish to have these improvements incorporated into the TRS. Please describe the following:
- How does the Offeror plan to inform the Commission of new developments or products?
 - What is the Offeror's process to determining the reliability of the technology?
 - What proprietary precautions or measures would be required?
 - How will the technology be priced?
- 3.2.12 Access to regionally restricted 800/888/877 numbers and pay-for-service numbers. The awarded vendor shall provide access to regionally restricted 800/888/877 numbers, business offices of local telephone companies that have special prefixes, and pay-per-call telephone numbers such as 900 and 976. Describe how this will be accomplished.
- 3.2.13 The TRS must have the capability of expanding CA services to meet the increase of call volume and conversely demonstrate the ability to decrease during lesser traffic periods. Describe how these peaks and valleys in service will be accommodated. Also, please describe any methodology for predicting these surges in call volume as well as stating plans to increase

trunking capacity when necessary or adding equipment. Please state the time lag anticipated to meet these unexpected increases in call volume.

- 3.2.14 The system must be as automated as possible to ensure cost effectiveness. Proposals must include details on how macros are used to facilitate CA typing during the Relay process and how they are used in measuring CA typing speed. Please detail any other programming efforts or other innovative techniques used to minimize call-handling time.
- 3.2.15 Communication among CA's and their supervisor is desirable. Describe what methodology will be deployed to enable CA's to communicate with each other, supervisors and administrators. This system should address how employees of the TRS will be notified of daily policy or system changes, special announcements or obtain information so that continuity will be achieved.
- 3.2.16 *Customer Profiles:* The Commission desires that the Offeror use customer profiles for ease in call processing. The Offeror shall incorporate software capable of storing data on TRS users who request this function. The Offeror shall describe how customer profiles will be used as well as the user preferences available.
- 3.2.17 *Call release:* Please describe how call release services will be provided.
- 3.2.18 *Speed-dialing:* Please describe how speed-dialing services will be provided.
- 3.2.19 *Caller ID:* Outline the technology and procedures used to provide Caller Identification services. Explain if True Caller ID is or is not available.
- 3.2.20 *Three-way Calling:* Please describe how three-way calling will be provided.
- 3.2.21 Vendors shall explain how they will rate and process coin-sent paid long distance calls made from pay telephones.
- 3.2.22 *Directory assistance:* The awarded vendor shall provide callers with access to local and long distance directory assistance. Local assistance must be billed to end users at the same rate that would be billed by the local company directly servicing the end user. Long distance calls must be billed at the provider's tariffed rate or at the rate of the carrier used for the long distance directory assistance call. Vendors shall briefly describe how this service will be provided and billed to end-users.
- 3.2.23 *Use of ANI:* Automatic Numbering Identification technology shall be used so that no caller is required to give his/her originating calling number,

except in instances where ANI information is not available from the local exchange company or competitive local carrier.

- 3.2.24 *Automatic error correction*: The State highly desires that providers have an error-correction function to automatically correct typographical errors made by Communications Assistants. If this system is available, please describe how it functions.
- 3.2.25 *Cellular*: Vendors shall discuss how their procedures for handling cellular and other communications and how they will be billed.
- 3.2.26 *Voice Carry-Over (VCO) and Hearing Carry-Over (HCO)*: Vendors shall provide a brief description of how they provide these services in all their various forms and in compliance with FCC guidelines. Describe how VCO and HCO are explained to end-users.
- 3.2.27 *Spanish Relay*: A description shall be provided about how this service is handled and explained to end-users.
- 3.2.28 *Gender identification*: The Commission requires that the CA's identify their gender at the start of the call. If this protocol is not established, explain the process of how callers may request that a male or female CA process their calls when they reach the relay center.
- 3.2.29 Capability of CA's to handle Spanish language calls 24 hours a day, 7 days per week shall be ensured. Spanish relay services shall be available in both Spanish to Spanish and Spanish to English.
- 3.2.30 *Enhanced PROTOCOL/TURBOCODE*: The Offeror's system must use enhanced protocol software in its relay system to help speed up the process of typing and reduce interruptions of conversations.
- 3.2.31 *Carrier of Choice (COC)*: The Offeror shall allow the relay user to choose his or her preferred interexchange carrier when placing toll calls through Relay Utah. The CA is not required to verbally offer the option, but must describe the option when asked by a relay user. An explanation of COC must be included in all appropriate relay publications.
- 3.2.32 *Complaint Resolution*: The Offeror must outline procedures regarding complaints, inquiries, and comments regarding Relay Utah services and personnel. The Offeror must work with the Public Service Commission in order to maintain a log of consumer complaints, including all complaints about TRS in the state, to be sent to the FCC by July 1st on an annual basis. The time period runs from June 1 to May 31st. A copy of the complaints and respective resolutions, or proposed resolutions, must be sent by the 21st of each month to:

Julie Orchard, Commission Secretary
Public Service Commission
160 East 300 South
Salt Lake City, UT 84111

At minimum, the complaint logs must include the date the complaint was filed, the nature of the complaint, the date of resolution, and an explanation of the resolution. Proposal must include a detailed plan addressing how the Offeror will comply with the expectations for complaint resolution as defined in this section. Proposal must also address how the Offeror will ensure that consumers who file complaints with either Customer Service or the Commission and expect to be contacted with a resolution will receive a written response from the contractor outlining the resolution to the complaint. Please provide examples.

3.3 Communications Assistant (CA) Services

3.3.1 The CA will announce all calls, unless otherwise directed by the caller, according to a predetermined script. Please describe how CA's will announce calls and provide a sample script.

3.3.2 All CA's must possess the following skills and abilities prior to handling any type of TRS calls:

Typing speed shall be at least 60 wpm. Technological aids may be used to reach this required typing speed. TRS provider must give oral-to-type tests of CA speed.

Sufficient training to meet the specialized communications needs of individuals with hearing and speech disabilities.

Competent skills related to English grammar, spelling at a minimum of the 12th grade level, interpretation of typewritten ASL.

Knowledge of hearing and speech disability cultures, languages and etiquette.

Clear and articulate voice communications.

Understanding of the CA's role in the relay process.

Training on how to deal with difficult or stressful situations.

3.3.2.1 The Offeror shall describe how it will screen applicants for CA vacancies to determine eligibility for employment. Sample tools used for this purpose shall be included with the response.

3.3.2.2 The Offeror shall describe its CA training program. This description should minimally include the length of training as well as identify trainers and training media used.

Additionally, the Offeror should include training curriculum and other supportive materials that demonstrate its superiority in this area.

- 3.3.2.3 The Offeror shall describe how CA's will be evaluated, monitored, retrained and upgraded so that they meet or exceed the requirements in paragraph 3.3.2.
- 3.3.3 The CA who receives a TTY based TRS call must stay with that call for minimum of ten (10) minutes. Describe the technology and procedure in the event a call must be transferred to another CA. CA's handling an STS call must stay with the call for a minimum of fifteen (15) minutes.
- 3.3.4 Proposals must address the following aspects of call processing performed by a CA (call processing relates to the way a CA announces the call, voices, types or otherwise becomes involved in the direct handling of a relay call). Include sample scripts, where appropriate, in this response.
- Customer preference for the way a call is processed
 - Interpretation versus transliteration
 - Use of parentheses
 - Keeping the user apprised of call status
 - Announcing the call
 - Explaining relay to new users
 - Voice inflection, meaning and tone
 - Correcting spelling or grammatical errors (automatic spelling correction software is a desirable feature)
 - Identification of CA and his/her gender
- 3.3.5 The Vendor must make the best effort to accommodate a TRS user's requested CA gender when a call is initiated and, if a transfer occurs, at the time the call is transferred to another CA.
- 3.3.6 Conversations between TTY and voice callers shall transmit in real time.
- 3.3.7 CA's shall have the ability to request a supervisor's assistance by initiating an audible and visual alarm (with the touch of a button) that clearly identifies the location of the CA. Proposals must include details on how this will be accomplished in the proposed relay center.
- 3.3.8 CA's must conduct themselves in a professional manner at all times while representing the TRS. Proposals must include a "Code of Ethics" that CA's and others employed at the TRS will abide by and describe measures that will be used to enforce these ethics.
- 3.3.9 The Offeror must include an organizational chart depicting, at a minimum

the following: hierarchical flow, position titles, and number of people occupying each position. This chart must demonstrate the relationship between the lowest classified employee and the highest position associated with the corporation.

3.3.10 Proposals must include the following if the proposal involves the use of a subcontractor:

An organizational chart of where a subcontractor is used depicting the relationship of authority between the parties.

A copy of the contract between the vendor and the subcontractor must be provided.

A reference list of three (3) companies must be provided for any proposed subcontractors including name and contact information.

The awarded vendor must provide proof of payment to any subcontractors used for this project. Proposals shall include a plan by which the State will be notified of such payments.

The primary vendor must notify the Public Service Commission of the intended use of any subcontractors not identified within the response to this RFP and receive approval prior to the subcontractor commencing work.

3.4 Billing

3.4.1 The Offeror shall demonstrate how charges to the TRS user will be functionally equivalent to voice calls. Any discount offered must apply to all TRS users. Discount rates must be identified within the proposal.

3.4.2 TRS users shall have the option to use their credit card, make person to person calls, collect calls, and alternate billing methods normally available to the general telephone user. Please explain how these forms of billing will be made available to the end user.

3.4.3 The Offeror must address how it will deal with the rating and processing of long distance calls made from pay telephones when the caller desires to use coins to pay for a particular call. The industry team working on this effort laid the foundation for a temporary solution to this problem. The Offeror must describe its current efforts in this area, and what it plans to do when the FCC waiver terminates.

3.4.4 The Offeror must specify the system for identifying and documenting long distance and toll calls for billing purposes. The record shall contain, at a minimum, the following information:

Telephone number or credit card number to bill
Originating telephone number

Terminating telephone number

Date

Start time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept for the called number)

End time (the time when either the called party or the calling party hangs up)

Call duration to the nearest 100th of a second

- 3.4.5 The Offeror must fully describe the billing system and billing process that will be used, including identification of subcontractors, specific duties of the subcontractors, how the billing record detail will be transmitted to the billing agent (if any) and how charges will appear on the customer's bill.
- 3.4.6 The State desires to see evidence that the provider will be able to bill extended community coverage plans, optional calling plans and other special situations such as limits on directory assistance calls where applicable.
- 3.4.7 The Offeror must describe its billing procedure to the State for the provision of relay services. The Offeror must include in its proposal a sample bill that will be evaluated for its ease of understanding; clarity of information and ability to be easily reconciled with existing traffic data.
- 3.4.8 The Offeror shall bill the State for relay use on a session minute basis as defined in this RFP. The Offeror must describe how minutes will be timed on each call and assure the State that timing per session will be rounded up to the nearest tenth of a minute. This specification relates to the minutes that will be billed to the State including call set up and wrap up times.

3.5 Education and Outreach

- 3.5.1 The Offeror shall provide a separate toll free telephone number to be used to help new users understand what TRS is and how it works. A caller, TTY or non-TTY user, can be referred to this number and receive instructions on the use of the relay, relay features, and any questions or problems the user may have related to TRS. This customer service number will also be a point of contact for people wishing to compliment or, if necessary, file a complaint about the service. Please describe how this service requirement will be provided, including the operational hours of this customer service line.
- 3.5.2 The Offeror shall fully describe its Customer Service element. This description shall include at a minimum: staffing (include position descriptions) associated with this activity, specific activities designed to promote relay use, number of "person hours" per month and strategies for

reaching hard to reach individuals such as people with a speech disability, hard of hearing people, and elderly people.

- 3.5.3 The Offeror shall develop an outreach and educational program for TRS users. This shall be accessible statewide, in a format easily understood by the user and updated as changes to the TRS occurs. Please describe the program you will use for this purpose. Identify all staff associated with this activity. The Offeror will promote the service by generically advertising the existence and use of TRS in Utah. Please describe what methods of advertisement you would utilize and offer sample media materials. Identify costs as well of what services, products, and materials would be provided. If an advertising agency is involved with the Commission, please explain how the Offeror will coordinate services.
- 3.5.4 Please identify and describe other promotional materials designed to document the TRS telephone numbers, provide general instruction on the use of TRS, etc. The Offeror should attach sample materials in the Appendix section of the proposal.
- 3.5.5 *Relay Utah Consumer Council*: The awarded vendor shall work with the Commission in order to provide at minimum meeting facilities, qualified ASL interpreters, captioning services for Council meetings, and per diem for some members. This Council meets quarterly.

3.6 References

Offerors shall provide a minimum of three (3) written references from similar projects performed for private, state, and/or large local government clients at the present time. Vendors are required to submit **Attachment A, Reference Form**, to the business references listed. The business reference must submit the Reference Form directly to the Public Service Commission. It is the Offeror's responsibility to ensure that the completed forms are received by the Commission on or before the proposal submission deadline for inclusion in the evaluation process. Any Business Reference Forms that are not received, or are not complete, may adversely affect the vendor's score in the evaluation process. The Public Service Commission will contact all business references for validation of information submitted.

The Offeror must provide a list of the following information for its three business references:

- 3.6.1 Business/Agency Name
- 3.6.2 Project Description
- 3.6.3 Project Dates (start/end)
- 3.6.4 Staff member(s) assigned to project that will be designated for work per this RFP

- 3.6.5 Client project manager name, telephone number, fax number, and e-mail address
- 3.6.6 Brief description of the working relationship between the Offeror and the reference

The results of the business references and then validation will be provided to the RFP Evaluation Team and used in scoring the written proposal. By submitting reference contact information, the Provider releases the reference from any ramifications resulting in the information provided. Any information provided by the reference will be kept confidential.

3.7 System Enhancement

These enhancements will be considered separately from the main TRS Cost Proposal. The Commission is interested in knowing what services can be provided and at what cost.

3.7.1 Video Relay Service (VRS)

Funding for VRS is currently the responsibility of the interstate TRS fund through the National Exchange Carriers Association (NECA). In case the State of Utah should become responsible for the future funding of this service, a price is requested for the processing of VRS calls. A separate line-item should be listed in the "Cost Proposal" related to VRS. All requirements for standard Relay services apply, unless specific requirements are stated in this section. The scope of work for these objectives may change if the FCC establishes alternative standards.

The purpose of Utah VRS is to provide the relay of phone conversation. VRS shall be defined as a communication link between one video relay user to the VRS operator who connects to a standard phone user and vice versa. A relay caller uses video equipment to place a call to the VRS. The video interpreter at the awarded vendor's site voices what the caller signs and interprets what the standard phone user says.

In issuing this RFP, the Commission is pursuing the following specific objectives to offer VRS:

- 3.7.1.1 To contract with a qualified vendor to provide an interactive video communication service that utilizes a sign language interpreter at the awarded vendor's site (or other designated location) to provide VRS to individuals using their own video conference equipment. This service allows translation from sign language to voice rather than from text to voice.

- 3.7.1.2 To establish Video Relay to ensure functionally equivalent relay service for persons who rely on visual modes of communication.
- 3.7.1.3 To meet or exceed all FCC requirements related to VRS.
- 3.7.1.4 The awarded vendor must provide a VRS system that allows translation from sign language to voice rather than from text to voice. A relay caller uses video equipment to place a call. The interpreter at the relay center translates the caller's sign language to voice to complete a call to a standard phone user. VRS must allow audio as well as video transmission to and from the VRS user, in order to provide VCO, 2-Line VCO, and HCO calls to be processed via VRS.
- 3.7.1.5 *Bandwidth and Video Standards:* The awarded vendor must provide an IP based video system, which conforms to ITU standards for H.323 and H.320 videoconference standards. The video quality must be of sufficient clarity to make the signing understandable. Bandwidth for transmission must be no less than 384 kbs at all times. The only exception would be when the incoming call is less than 384 kbs. The systems must be capable of meeting the incoming speed of the video call.
- 3.7.1.6 *Interpreters:* The awarded vendor shall employ qualified interpreters who are proficient expressively and receptively in ASL, Signed English, PSE, and oral interpreting. VRS interpreters will function as fully trained Relay Utah Operators and must adhere to the Registry of Interpreters for the Deaf (RID) Code of Ethics.
- 3.7.1.7 *Reports:* Because the State of Utah is technically responsible for the quality of VRS services provided for Utahns, the Commission requests monthly reports on VRS to be provided, even if the State is not financially liable to the awarded vendor for VRS. These reports should at least include call volume, minutes of use, and complaint information.

Should Utah become financially liable to the awarded vendor for VRS, the monthly reports are to be the same as those for standard Relay Utah calls, where possible. Reports will be submitted to the Commission on the 21st of each month following service, unless otherwise specified.

3.7.1.8 *Customer Use Tracking System or IP Based System:* Should the State of Utah become responsible for funding VRS, the awarded vendor shall establish a system to track inbound call usage by a PIN system and report usage to the State.

3.7.1.9 *System Design and Capability:* The awarded vendor must have a plan to provide VRS which includes, but is not limited to, access capabilities options, video and audio transmission capabilities, and any special features of the system.

3.7.1.10 *Compatibility with VRS Users:* The awarded vendor must make available to the user the compatibility requirements necessary for the user to access VRS from a personal computer (PC).

3.7.1.11 *IP Relay Access to VRS:* The awarded vendor must have the capability to measure:

- The number of requests for VRS that cannot be filled because all operators are busy.
- The number of requests for VRS that cannot be filled for other reasons (to include reason).

3.7.1.12 *Center Staffing:* The VRS Center must have sufficient staff of Interpreter/Operators (I/O) at the time of award and have the capability to expand I/O staff as necessary. (I/O staff are composed of CA's who communicate in ASL and not by a TTY. They function just like a CA and must meet all of the same requirements.)

The awarded vendors must employ at a minimum, two (2) Interpreter/ Operators during the hours of operation of VRS.

The awarded vendor must ensure that staffing allows

for interpreter down time to ensure that the quality of calls meets the standards detailed in this RFP.

- 3.7.1.13 *Hours of Operation:* VRS must at least be available Sunday through Saturday, 9:00 am to 7:00 pm, Mountain Standard Time, including holidays.
- 3.7.1.14 *Minimum Standard for Service:* Please describe how your company will meet the FCC's minimum standards for VRS.
- 3.7.1.15 *Costs:* Vendors shall include all costs associated with VRS in their Financial Proposals.
- 3.7.1.16 *VRS Reports:* All reports are due to the State on the 21st of each month following service unless otherwise specified, and must include the following:

Monthly Call Report

- Number of requests for VRS
- Number of requests for VRS not filled (and reasons)
- Call wait time
- Number of calls processed
- Average length of call (monthly)
- List of PIN codes accessed and call duration
- Number of outbound calls
- Total Minutes of use (session time)
- Total Minutes of setup and wrap up

Complaint Report

- Daily Complaint/Commendation Report
- Customer information (if given)
- Date, time of complaint
- I/O Identification
- Nature of complaint/commendation
- Complaint resolution

Please refer to Section 4.2.2 for pricing instructions.

3.7.2 Captioned Telephone with VCO Service or Enhanced VCO with Voice Recognition TRS

It is desirable for the Public Service Commission to provide Captioned Telephone with VCO Service or Enhanced VCO with Voice Recognition TRS. Outside of the mandatory requirements and waived requirements, outlined in the FCC Declaratory Ruling on Captioned Telephone VCO on August 1, 2003, additional requirements are outlined:

- 3.7.2.1 *Minimum 125 Words Per Minute:* Word per minute is not the voicing speed of the CA, but it is the speed at which a user is receiving information.
- 3.7.2.2 *98% accuracy:* Accuracy is the percentage of error subtracted from 100%
- 3.7.2.3 *2% or less Error Rate.* Errors are any word that changes the context of the sentence, including missing words or sentences.
- 3.7.2.4 *Pricing:* Pricing for this desirable feature should be for the rate per minute for Captioned Telephone with VCO Service or Enhanced VCO with Voice Recognition TRS only and foresee the need for at least 10 units a month. As of the release of this RFP approximately 40 Captioned Telephones with VCO have been distributed on a trial basis. The lowest price per minute will receive the highest score of 25 points, with higher proposals receiving a percentage of the points.

3.7.3 Internet Protocol Relay (IP Relay)

Funding for IP Relay is currently the responsibility of the interstate TRS fund through the National Exchange Carriers Association. In case the State of Utah should become responsible for the future funding of this service, a price for this service is requested for the processing of IP Relay calls. A separate line-item should be listed in the "Cost Proposal" related to IP Relay. All requirements for standard Relay services apply, unless specific requirements are stated in this section. The scope of work for these objectives may change if the FCC establishes alternative standards.

- 3.7.3.1 *Reporting System:* Because the State of Utah is technically responsible for the quality of IP Relay provided in the State, we ask that monthly reports on IP Relay be provided, even if the State is not financially liable to the awarded vendor for the service. These reports should at least include call

volume, minutes of use as well as complaint information.

Should the State of Utah become financially liable to the awarded vendor for IP Relay, then the awarded vendor shall offer a reporting system that provides detailed information on usage, busy times, visitors to site, requests for IP Relay calls, IP calls unable to be processed due to unavailable operators, length of calls, total number of calls handled, operator staffing, and other pertinent information needed to manage the service and provide periodic assessment of the level of access and quality of the service.

- 3.7.3.2 *Calls Not Terminating In Utah:* Should the State of Utah become responsible for funding IP Relay, the awarded vendor agrees to establish a Personal Identification Number (PIN) system in coordination with the State. Users will be required to use their PIN to make calls that do not terminate in Utah.
- 3.7.3.3 *FCC Standards:* Please describe how your company will meet FCC rules related to IP Relay.
- 3.7.3.4 *Relay Utah Standards:* IP Relay must meet all of the established standards for Relay Utah calls with the exception of billing, 900 calls, and emergency calls. The awarded vendor shall inform the Commission of the number of requests for IP Relay that were not met. The ASA shall be at least 85% of all calls answered in 10 seconds, measured from the time the user arrives at the IP Relay server to the time the call arrives at a workstation ready for the operator to process the call.
- 3.7.3.5 *Expenses:* All expenses associated with IP Relay, including any long distance or toll calls, will be included in the overall reimbursement rate.
- 3.7.3.6 *Reporting Abuse:* Should the State of Utah become responsible for funding IP Relay, the awarded vendor must provide the State a monthly usage report by PIN code that shall be used to provide information on the frequency and duration that users are accessing the service. The State may request the blocking of specific PIN codes that have exceptionally high usage

and are suspected of being abused.

- 3.7.3.7 *Hours of Operation:* IP Relay Utah will operate 24 hours a day, 7 days a week, 365 days a year.
- 3.7.3.8 *Complaint Procedures:* Complaint procedures are to be the same as those for standard Relay Utah calls.
- 3.7.3.9 *Monthly Call and Complaint Reports:* The monthly reports are to be the same as those for standard Relay Utah calls, where possible, and must be provided on the 21st of each month.

3.7.4 Any Other Desirable Features

The Utah Public Service Commission is seeking information about any other ideas for other technology, services, or products which can be provided that are not included in this RFP or required by the FCC. The Commission seeks to provide the best possible TRS to Utahns and is looking for information from the Offeror about ingenuity with respect to technical innovations. Please enumerate these innovations, if any, and explain why they would be useful.

4. COST PROPOSAL

4.1 General Instructions

The cost proposal must be submitted in a separate envelope, clearly marked “**Cost Proposal**” on the outside of the envelope, with the written proposal. The proposal will be scored using a standard quantitative calculation where the greatest points will be awarded to the proposal with the lowest cost. Various costing methodologies and models may be used to analyze the cost information submitted to determine the lowest costs to the State.

4.2 Cost Proposal Format

The cost proposal will be scored using Offeror responses to the assumptions regarding call volume. Offerors shall identify a rate per session minute. If Offerors have discounts on a per minute basis regarding escalating traffic, then the Offeror can create its price discounts based on volume traffic as wide or as narrow as it deems appropriate. Please provide a discount matrix if applicable.

Relay Utah TRS traffic has a call volume of approximately 35,000 calls per month. For a more in-depth look at Utah’s TRS Traffic, please refer to Attachment B.

The costs for System Enhancements (Captioned Telephone with VCO, IP Relay, VRS) will be considered separately from the TRS rate per session minute.

Detailed worksheets used to derive the cost quotations may be requested by the State during the review process and shall be provided by the Offeror. Failure to comply will result in the rejection of the proposal.

4.2.1 *The State requires the Offeror to identify a cost per minute for TRS.*

4.2.2 *The State requires the Offeror to identify the costs associated with VRS, if the Vendor is able to provide the service.*

4.2.3 *The State requires the Offeror to identify the cost of Enhanced VCO Services, if the Vendor is able to provide the service.*

4.2.4 *The State requires the Offeror to identify the cost of IP Relay, if the Vendor is able to provide the service.*

4.3 Fixed Price Period

Proposals must include a statement that all prices, costs, and conditions outlined in the proposal shall remain fixed and valid for the period between the due date for proposals and the award of the contract.

5. SPECIAL CONTRACT TERMS AND CONDITIONS

5.1 Contractor Transition Period

5.1.1 The Utah TRS must be operational no later than **January 28, 2005.** Liquidated damages will be assessed for each day that the contract conditions are not met.

5.1.2 Proposals must include a plan for transitioning the existing Utah Telecommunications Relay Service to the new one. This plan must describe, at a minimum: public relations efforts, site location, time frames for staff and equipment selection, and a cutover procedure that will ensure a transparent transition to the new Utah TRS.

5.2 Payment Requirements

Payment(s) to the vendor shall be calculated by totaling the relay session minutes for a given month multiplied by the rate per minute as identified in this RFP. The rate per minute will vary per month according to the amount of minutes used with discounts given for high utilization. Request for payment shall be sent to the following address and under the conditions specified in this RFP.

TRS Contract Administrator:
Julie Orchard, Commission Secretary
Heber M. Wells Bldg., 4th Floor
160 East 300 South
Salt Lake City, Utah 84111
Phone: (801) 530-6716

5.3 Liquidated Damages

The Contractor acknowledges that liquidated damages will be incurred by the State for each working day past the scheduled delivery dates. The Contractor agrees that the State shall have the right to liquidate through deduction from the Contractor's invoices, in an amount equal to said damages incurred, or by direct billing of the Contractor in the event an alternate provider is needed to ensure the continuance of relay services in the State.

Additionally, the liquidated damages shall be assessed if and when there is failure to comply with the following conditions occur, with a limitation of one assessment per day, even if multiple violations occur:

- Reports and bills are not received by the Contract Administrator by the 21st of each month;
- Customer Service Department is not available during the agreed upon hours;
- Blockage rate does not meet the required $p=.01$ daily grade of service;
- Speed of answering does not meet the required 90 percent of all calls answered within ten seconds as measured on a daily average; and
- A system outage occurs in excess of two hours in a twenty four-hour period.

The Contractor and the State acknowledge that these damages are difficult to precisely determine. Both parties agree that a reasonable estimate of damages shall be \$2,500 per day for Contractor's failure to meet scheduled delivery dates, and \$2,500 per day per incident of Contractor's non-compliance with contract conditions.

Liquidated damages will not be assessed when failure to meet contract requirements is caused by forces or factors outside the control of the contractor. Examples of such conditions would be in the event of a national disaster or national emergency. Outages of any kind will be reported to the Contract Administrator within four (4) hours of the occurrence.

6. PROPOSAL EVALUATION AND AWARD PROCESS

6.1 Review of Mandatory Requirements

The proposals will first be reviewed to determine if mandatory requirements were

met. Failure to meet mandatory requirements may result in rejection of the proposal.

6.2 Proposal Scoring

All proposals submitted and accepted will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, and perform test calls. All of the aforementioned results will be used in scoring the proposals. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received.

6.3 Award

The award will be granted to the highest scoring responsive and responsible Offeror. The award will be based on the scoring as shown in Section 6.6, Evaluation Criteria.

6.4 Right to Reject Proposals and Negotiate Contract Terms

The agency reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected Offeror prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Offeror, the Agency may negotiate a contract with the next highest scoring Offeror.

6.5 Financial Stability

Proposals that do not comply with instructions, or are unable to comply with specifications contained in this RFP, may be rejected by the State. The State may request reports on a vendor's financial stability, and if financial stability is not substantiated, may reject a vendor's proposal. The State retains the right to accept or reject any or all proposals, or accept or reject any part of a proposal deemed to be in the best interest of the State. The State shall be the sole judge as to compliance with the instructions contained in this RFP.

6.6 Evaluation Criteria

The proposals will be scored on a **1,000 point** scale using the following criteria:

MANDATORY (no points awarded)

Compliance with FCC rules, PSC rules and RFP contents

Supply all necessary telecommunications equipment

Uninterruptible power, switching system, etc.

24 hours per day, 7 days per week, 365 days per year

Multiple calls per contact with no time limitation

All calls must originate or terminate in Utah

Access to carrier of choice (i.e. built into customer profile)
Access to operator services consistent with voice users

SYSTEM DESIGN/MAINTENANCE (200 points)

Text-to-voice and voice-to-text
VCO, two-line VCO, VCO-to-TTY, and VCO-to-VCO
HCO, two-line HCO, HCO-to-TTY, and HCO to HCO
Speech to Speech
Non-English translation
All calls held in strict confidence
System shall receive and transmit in Baudot, ASCII, etc.
Alternate protocol
Handling emergency calls
Reports to Contract Administrator
Grade of service to be p=.01
Intercept message used if system goes down
90% of calls answered in 10 seconds
Answering machine, voice mail retrieval, and IVR's
Upgrades in technology
Access to regionally restricted 800 numbers and pay for service numbers
Demonstrate ability to adapt to volume fluctuations
Automated as possible with macro functions
Communication among CA's, supervisors and administration
Customer profile
Method of releasing calls from the CA
Caller ID
Call release functionality
Speed dialing functionality
Three-way calling functionality
Complaint Resolution
Carrier of Choice
Enhanced Protocol/Turbo Code
900 Services

COMMUNICATIONS ASSISTANT'S SERVICES (150 points)

CA's announce all calls
CA's skills: 60 wpm, grammar, spelling diction and intonation
CA's screening process (pre-employment)
CA's training program (instructors certified in communication for the deaf)
CA's evaluation, monitoring, upgrading of skills
CA to handle call for at least 10 minutes, STS CA's for 15 minutes
Call processing elements
CA's ability to call a supervisor; audible/visual alert
CA's code of ethics
Organizational chart showing employees relationship
Use of subcontractors

BILLING (125 points)

- Charges to TRS users functionally equivalent
- Call options: credit card, person to person, collect calls, etc.
- Use of coin sent paid option via pay telephones
- Call detail record
- Identification of billing process and subcontractors if any
- Adaptation to calling plans, extended community coverage, etc.
- Billing procedures to the State
- Timing of session minutes and rounding off to the nearest 10th of a minute

EDUCATION AND OUTREACH (75 points)

- Customer service number
- Customer service program
- Customer service line report
- Educational program for new users
- Advertising of service
- Other promotional materials

REFERENCES (30 points)

- Reference Forms (3)

SYSTEM ENHANCEMENT (40 points)

- IP Relay
- Video Relay Service
- Enhanced Voice Carry Over Service
- Other Desirable Features/Technical Innovations

IN-KIND DONATIONS (30 points)

- Any additional system enhancements, products, or services not presently required by the FCC or this RFP but that can be provided at no additional cost.

TEST CALLS (50 points)

COST PROPOSAL (300 points)

- This section is submitted separately (see Attachment C) and is based solely upon the TRS cost proposal. The prices for Captioned VCO Telephone Service, IP Relay, or VRS are to be submitted but will not be evaluated with TRS cost per session minute.

6.7 Notification of Award

A Notification of Intent to Award a contract will be sent to the selected bidder by the Department of Administrative Services, Purchasing Division and copies sent to all other bidders, at least five (5) working days prior to signing of a contract. This

Notification of Intent to Award a contract is the State's letter of intent to contract with the selected bidder and does not constitute a contractual commitment.

Attachment A

REFERENCE QUESTIONNAIRE

The State of Utah's Public Service Commission, as part of the Request for Proposal process, requires proposing vendors to submit a minimum of three (3) business references. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to the Utah Public Service Commission by the RFP submission deadline of 3:00 p.m. on Tuesday, July 13, 2004 for inclusion in the evaluation process. Please return this form to Allison Flanders with the Commission via facsimile at (801) 530-6796 or by e-mail to aflanders@utah.gov. For any questions or concerns then please contact Allison Flanders by e-mail or by telephone at (801) 530-6769 (V/TTY). The form and the information provided will become a part of the submitted proposal. The business reference will be contacted for validation of the response as well as to answer any questions which may arise.

**REFERENCE QUESTIONNAIRE
FOR:**

Vendor Name

Any information provided will be kept confidential.

Company name	
Contact person's name	
Contact person's title	
Telephone number	
E-mail address	

Questions

1. In what capacity have you worked with the Vendor?
2. How would you rate the Vendor's expertise and knowledge related to the provided products or services?
Excellent, Satisfactory, or Unsatisfactory
Any comments?
3. How would you rate the Vendor's service(s) and/or product(s) provided?
Excellent, Satisfactory, or Unsatisfactory
Any comments?
4. With which aspect(s) are you most satisfied with this vendor?
Any comments?
5. With which aspect(s) are you least satisfied with this vendor?
Any comments?
6. How would you rate the vendor's flexibility with changes to service or products?

7. What is your level of satisfaction regarding any reports or other materials produced by the vendor? Excellent, Satisfactory, or Unsatisfactory
Any comments?

8. Describe the working relationship between the vendor and your staff.

9. Would you choose to work with this vendor again for future projects or services?
Yes or No?
Any comments?

Thank you for your time and cooperation.

Please send by facsimile to (801) 530-6796 or send an electronic message to aflanders@utah.gov.

Attachment B

RELAY UTAH HISTORICAL DATA – 2003

Month	Number of Session Minutes
January	159,820
February	144,797
March	151,845
April	159,464
May	164,536
June	152,199
July	157,550
August	149,367
September	141,817
October	147,216
November	131,579
December	141,468
Total Session Minutes - 2003	1,801,358

Attachment C
COST PROPOSAL

RFP # DG 4016

Cost is to be submitted based on the following:
(Any deviation from this format may result in disqualification of proposal)

Company Name: _____

TRS Rate Per Session Minute \$_____/minute

System Enhancements (if applicable and to be evaluated separately)

Captioned Telephone VCO Service \$_____/minute

IP Relay \$_____/minute

Video Relay Service \$_____/minute

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution, and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
 1. Nonperformance of contractual requirements;
 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following:
 1. Exercise any remedy provided by law;
 2. Terminate this contract and any related contracts or portions thereof;
 3. Impose liquidated damages, if liquidated damages are listed in the contract;
 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)